

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (the "Amendment") is entered into as of the ____ day of October, 2006 by and among Great Northern Radio, LLC, a Delaware limited liability company (the "Seller") and Entercom Springfield, LLC, a Delaware limited liability company ("Entercom"), and Entercom Springfield License, LLC, a Delaware limited liability company ("Entercom License" and together with Entercom, the "Buyer").

WHEREAS, the Seller and Buyer have entered into that certain Asset Purchase Agreement dated February 10, 2006 (the "Asset Purchase Agreement");

WHEREAS, Seller has borrowed the original principal amount of \$1,500,000 from Entercom pursuant to the terms and conditions of the Secured Promissory Note of even or near date herewith (the "Note");

WHEREAS, Seller and Entercom have entered into a local marketing agreement of even or near date herewith (the "LMA"); and

WHEREAS, the Seller and Buyer wish to amend the Asset Purchase Agreement as otherwise set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Asset Purchase Agreement is hereby amended by adding the following new Section 11.3 thereto:

"11.3. Expiration.

If the Closing has not occurred by or on August 31, 2007, at the written election of the Seller prior to such date, this Agreement shall expire and become null and void with respect to the unperformed contractual obligations hereunder, unless Entercom shall have made the additional loan of \$500,000 as set forth in the Note by or on said date, in which event, the date of expiration of this Agreement shall automatically become August 31, 2008 notwithstanding Seller's election (in the applicable event, the "Expiration Date"). Within five (5) business days of the Expiration Date, the Buyer and Seller agree and covenant to instruct the Escrow Agent to return the Escrow Deposit and all interest accrued thereon to the Buyer. Nothing in this Section 11.3 shall relieve any party from any liability for any breach of this Agreement prior to the Expiration Date."

2. The parties further agree that, in the event the Closing will occur before the FCC Consent has become a Final Order, they will negotiate in good faith an unwind agreement to be signed at the Closing.

3. The parties hereby agree, affirm and ratify to be bound by all of the terms and conditions of the Asset Purchase Agreement, except as otherwise set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Asset Purchase Agreement on the date first above written.

Entercom Springfield, LLC

By: _____
Name: John C. Donlevie
Title: Executive Vice President & Secretary


Entercom Springfield License, LLC

By: _____
Name: John C. Donlevie
Title: Executive Vice President & Secretary

Great Northern Radio, LLC

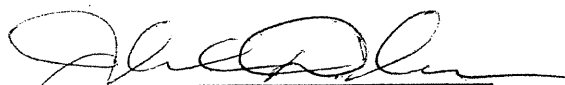
By its sole member, Vox Radio Group, LP

By its general partner, Vox Media Corporation


By: 
Name: Bruce Danziger
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Asset Purchase Agreement on the date first above written.

Entercom Springfield, LLC

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Title: Executive Vice President & Secretary

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By: 
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Great Northern Radio, LLC

By its sole member, Vox Radio Group, LP

By its general partner, Vox Media Corporation

By: _____
Name: Bruce Danziger
Title: President